

**IN THE UNITED STATES BANKRUPTCY COURT**  
**FOR THE EASTERN DISTRICT OF TENNESSEE (GREENEVILLE)**

IN RE: )  
 )  
JACK ROBERT THACKER, JR., ) Case No. 2:25-bk-50237-RRM  
 ) Chapter 11  
Debtor. )

**DON LAIR, MARLA LAIR, TERRY VAUGHN AND SHARON VAUGHN'S**  
**OBJECTION TO DEBTOR'S APPLICATION FOR APPROVAL OF EMPLOYMENT**  
**OF simpliHOM**

COMES **DON LAIR and MARLA LAIR, and TERRY VAUGHN and SHARON VAUGHN** (hereinafter collectively the “**Creditors**”), by and through legal counsel, and hereby file this Objection To Debtor’s Application For Approval of Employment of simpliHOM [**Doc. 29**] (hereinafter the “**Application**”) filed by the Debtor, **JACK ROBERT THACKER, JR.** (hereinafter the “**Debtor**”) on March 12, 2025. In support of this Objection, the Creditors state as follows:

1. The Debtor desires to employ the members and associates of simpliHOM real estate firm in furtherance of the effort and Motion to Sell 4332 Pretoria Run, Murfreesboro, Tennessee.
2. The Debtor submitted a Purchase and Sale Agreement dated January 15, 2025 as Exhibit A to his Motion to Sell 4332 Pretoria Run Free and Clear of Liens and Interests (the “**Motion**”) [**Doc. 25**].
3. The Application recites that the Debtor has agreed to pay a six percent (6%) commission to simpliHOM [para. (5)] and seeks court approval of employment of simpliHOM on a six percent (6%) commission.
4. The Exhibit A Purchase and Sale Agreement indicates in the paragraph 21 Special Stipulations (Line 504), “1.) Seller shall pay 3% of the purchase price of the property to Compass RE at closing as a commission.”

5. Creditors would affirmatively show that simpliHOM is not indicated as a selling agent in the proffered Purchase and Sale Agreement.

6. Creditors would affirmatively show that Compass RE-Murfreesboro is indicated as the selling company/agency for the Debtor and has agreed to a commission of 3% of the purchase price of the property.

7. Creditors would affirmatively show pursuant to 11 U.S.C. §330 a reasonable compensation for the actual and necessary services per the contract and pursuant to prevailing market conditions for a property in the value range of the subject should not exceed three percent (3.00%).

WHEREFORE, PREMISES CONSIDERED, the Creditors OBJECT to the Application For Approval of Employment of simpliHOM as such entity was not identified as the seller's agent in the Purchase and Sale Agreement and that the commission sought exceeds both the contract rate agreed by the Debtor as well as the reasonable compensation for actual and necessary services to be provided.

This the 24<sup>th</sup> day of March 2025.

**DON LAIR and MARLA LAIR  
TERRY VAUGHN and SHARON VAUGHN**

By: /s/ Anthony R. Steele  
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**CERTIFICATE OF SERVICE**

I, the undersigned, do hereby certify that a true and accurate copy of the foregoing Objection to Application has been sent electronically to:

Tiffany Diorio, [Tiffany.Diorio@usdoj.gov](mailto:Tiffany.Diorio@usdoj.gov), Trustee;  
Maurice K. Guinn, [mkg@tennlaw.com](mailto:mkg@tennlaw.com), Attorney for Debtor;  
M. Aaron Spencer, [aspencer@wmbac.com](mailto:aspencer@wmbac.com), Trustee;

and by United States mail to the Debtor, Jack Robert Thacker, Jr., 2261 Bullock Hollow Road, Bristol, TN 37620, with sufficient postage thereupon to carry same to its destination, this the 24th day of March 2025.

Winchester, Sellers, Foster & Steele, P.C.

By: /s/ Anthony R. Steele  
Anthony R. Steele, Attorney